

F I L E D

APR 19 2010

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

1 JOSEPH A. SACRAMENTO, ESQ. (122860)  
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3 1489 Webster Street, Suite 248  
4 San Francisco, CA 94115  
5 Telephone: (415) 775-0891  
Fax: (415) 775-1350  
Attorney for: Petitioners PARKER PACIFIC  
INVESTMENT, LP, a limited partnership, COURT  
HOUSE STEPS II, LLC a California limited liability company

9 IN THE UNITED STATES BANKRUPTCY COURT  
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION

12 In re:

13 LETICIA B. RAMOS,

14 Debtor.

) No. 10-30461 SFTC  
) NOTICE OF MOTION FOR ORDER  
) GRANTING PETITIONERS RELIEF  
) FROM AUTOMATIC STAY  
)  
) Date: May 17, 2010  
) Time: 1:00 P.M.  
) Place: 235 Pine St., 22nd Floor  
) San Francisco, CA  
)

Case #: 10-30461-TECST  
Debtor: LETICIA B RAMOS  
Judge: THOMAS CARLSON  
Trustee: ANDREA WIRUM  
Chapter: ST

Filed : April 19, 2010 15:03:22  
Deputy : IA  
Receipt: 30050248  
Amount : \$150.00

20  
21 TO: LETICIA B. RAMOS, Debtor, and her attorney of record:  
22

23 PLEASE TAKE NOTICE THAT ON May 17, 2010, at 1:00 p.m., or as  
24 soon as thereafter the matter can be heard, in the United States  
25 Bankruptcy Court for the Northern District of California, located  
26 at 22nd Floor, 235 Pine Street, San Francisco, California,  
27 Petitioners PARKER PACIFIC INVESTMENT, LP, a limited partnership,  
28

1 and COURT HOUSE STEPS II, LLC a California limited liability  
2 company, by and through their attorney, the LAW OFFICES OF JOESPH  
3 A. SACRAMENTO, will move the Court, pursuant to 11 U.S.C. Section  
4 362(d) of the Bankruptcy Code, to obtain relief from automatic  
5 stay.

6                   THIS WILL INFORM YOU THAT YOU SHOULD APPEAR PERSONALLY OR BY  
7                   COUNSEL AT THE HEARING, AND SUBMIT WRITTEN OBJECTION TO THIS  
8                   MOTION. FAILURE TO TAKE EITHER OF THESE ACTS COULD RESULT ON THE  
9                   COURT ENTERING YOUR DEFAULT ON THE REQUESTED RELIEF.

10                  Specifically, Petitioners seek an Order allowing Petitioners  
11 to proceed with an eviction action, *Parker Pacific et al v. Ramos*,  
12 San Francisco Superior Court Case No. 631744 ("unlawful detainer  
13 action"), failed against Debtor in the California State Court and  
14 to allow that matter to proceed to an unlawful detainer trial.  
15 Petitioners seek restitution of possession of the premises located  
16 at 2 Moneta Ct., San Francisco, California 94112 ("premises").  
17

18                  This motion is made upon the grounds that the automatic stay  
19 created pursuant to the filing of the above-captioned Chapter 7  
20 bankruptcy petition, should no longer operate to stay an eviction,  
21 and does not provide adequate protection for Petitioners' real  
22 property interest in the premises. Debtor has no lease, rental  
23 agreement and has never paid rent to Petitioners for the premises.  
24 The eviction is based on California Civil Code Section 1161a in  
25 that that the premises had been purchased by Petitioners at a  
26 foreclosure sale and Debtor, as the original borrower, is the  
27  
28

1 occupant (or person under whom the occupant claims). Title under  
2 the sale has been duly perfected. Debtor has failed to demonstrate  
3 that Petitioners will receive adequate protection with regard to  
4 Petitioners' real property interest.

5 Petitioners seek to have the stay lifted, permitting  
6 Petitioners to proceed with the unlawful detainer action.  
7

8 DATED: 4/14/10



9  
10 JOSEPH A. SACRAMENTO, ESQ  
11 Attorney for Petitioners  
12 PARKER PACIFIC INVESTMENT, LP,  
13 a limited partnership, and  
14 COURT HOUSE STEPS II, LLC a  
15 California limited liability  
16 company

17 DECLARATION

18 1. Petitioners, PARKER PACIFIC INVESTMENT, LP, a limited  
19 partnership and COURT HOUSE STEPS II, LLC a California limited  
20 liability company a California Limited Partnership are the owners  
21 of the premises.

22 2. Petitioners are informed and believe that Debtor, LETICIA  
23 B. RAMOS, was the previous owner of the premises and had borrowed  
24 funds pursuant to a Promissory Note and secured by a Deed of  
25 Trust recorded against the premises in the Official Records of  
26 the County Recorder of the County of San Francisco. By this Deed  
of Trust, Debtor, as trustor, conveyed the premises to the  
trustee to secure payment of the loan.

27 3. Petitioners are informed and believe that Debtor  
28 defaulted in the payment of the loan secured by the Deed of

1 Trust. On February 10, 2009, the trustee, at the request o the  
2 beneficiary, and in accordance with Section 2924 of the  
3 California Civil Code, caused to be recorded in the Official  
4 Records the County Recorder of San Francisco, a Notice of Default  
5 and Election to Sell Under Deed of Trust ("Notice of Default"),  
6 pursuant to the power of sale contained in the Deed of Trust and  
7 to satisfy the obligations secured by said Deed of Trust.  
8

9       4. Pursuant to the terms of the Deed of Trust and Notice  
10 of Default, a Notice of Trustee's Sale was duly recorded and  
11 published more than 90 days after the recording of the Notice of  
12 Default. As required by Section 2924 of the California Civil  
13 Code, notice was given in the manner and form required by  
14 California Civil Code Section 2924(f) that the premises would be  
15 sold at public auction.

16       5. On December 1, 2009, after due notice, the trustee held  
17 a trustee's sale pursuant to the respective notices and Deed of  
18 Trust described above, and had duly sold the premises to  
19 Petitioners. At that time, the trustee made, executed and had  
20 delivered to Petitioners a Trustee's Deed Upon Sale for the  
21 premises which was recorded in the Official Records of the County  
22 Recorder of the County of San Francisco, on December 9, 2009. A  
23 true and correct copy of the Trustee's Deed Upon Sale is attached  
24 hereto as Exhibit "A" and made a part hereof.  
25  
26  
27  
28

1       6. At the time of the sale, Debtor was in possession of  
2 the premises and has remained in possession after the sale  
3 without Petitioners' consent or permission.

4       7. On December 11, 2009 Petitioners caused Debtor to be  
5 served with a written Three Day Notice to Quit ("Three Day  
6 Notice") stating that the Petitioners had purchased the premises,  
7 that title had been duly perfected, and demanding that Debtor quit  
8 the premises within three days after service of the notice. A  
9 true and correct copy of said Three Day Notice is attached hereto  
10 as Exhibit "B" and made a part hereof.  
11

12      8. More than three days elapsed since service of the Three  
13 Day Notice and Petitioners are entitled to possession of the  
14 premises.

15      9. Debtor failed and has refused to deliver possession  
16 within the three-day period and continues in possession without  
17 Petitioners' permission or consent.  
18

19      10. On December 15, 2009, Petitioners filed the unlawful  
20 detainer action against Debtors to recover possession of the  
21 premises and also to recover damages at the per diem rate of  
22 \$100.00.

23      11. Debtor filed an Answer on December 21, 2010 and the  
24 unlawful detainer trial was originally set for January 11, 2010.

25      12. After the unlawful detainer action was set for trial,  
26 and on the morning of trial, Debtor's attorney informed  
27 Petitioners' attorney that Debtor had filed a bankruptcy action on  
28

1 Saturday, January 9, 2010. The Court in the unlawful detainer  
2 action removed the January 11, 2010, trial date off calendar as a  
3 result of the imposition of the automatic stay.

4       13. Petitioners filed a Motion for Relief from Stay.  
5 However, prior to the hearing date on this Motion, Debtor's  
6 bankruptcy action was dismissed. Petitioners thereafter set the  
7 unlawful detainer action again for trial and the unlawful detainer  
8 trial was rescheduled for April 12, 2010. On April 9, 2010 the  
9 Debtor filed this current bankruptcy action and Debtor's attorney  
10 had informed Petitioners' attorney that the unlawful detainer  
11 trial could not proceed because of the automatic stay imposed by  
12 Debtor's second bankruptcy action. On April 12, 2010, the Court in  
13 the unlawful detainer action took the unlawful detainer trial off  
14 calendar.

16       14. The Debtor remains in possession of said premises.  
17 However, she has no tenancy relationship with the Petitioners and  
18 has failed to pay any rent.  
19

20       I declare under the penalty of perjury under the laws of the  
21 State of California that the foregoing is true and correct on my  
22 own knowledge, except as to those matters which are therein stated  
23 on information and belief, and as to those matters, I believe them  
24 to be true.  
25  
26  
27  
28

1  
2 Executed on April 14, 2010 at San Francisco, California.  
3

4 DATED: 4/19/10



5 JOSEPH A. SACRAMENTO, ESQ  
6 Attorney for Petitioners  
7 PARKER PACIFIC INVESTMENT, LP,  
8 a limited partnership, and  
COURT HOUSE STEPS II, LLC a  
California limited liability  
company

9  
10 **LEGAL ARGUMENT**

11  
12 **I. MOVANT IS ENTITLED TO RELIEF FROM STAY.**

13 11 U.S.C. Section 362(d)(a) and (2) states that the  
14 automatic stay must be lifted when there is cause:

15 "On request of a party in interest and after  
16 notice and a hearing, the court shall grant  
17 relief from the stay..."

18 1. for cause, including the lack of adequate  
protection of an interest in property of such  
party in interest...

19 2. with respect to a stay of an act against  
property under subsection (a) of this  
section, if:

20 (a) the debtor does not have an  
equity in such property; and  
21 (b) such property is not necessary to an  
effective reorganization."

22 Therefore, because the Debtor does not have a lease or any  
23 equity in the premises, it is not necessary to an effective  
reorganization.

## **CONCLUSION.**

For the foregoing reasons, the Stay should be lifted in this case allowing Petitioners to proceed with the eviction and to obtain possession of the premises. Moreover, Petitioners request that this Court award possession of the premises to Petitioners and against Debtor. At the very least, Petitioners should be entitled to proceed with enforcement of the unlawful detainer action and to have the unlawful detainer trial rescheduled so that the merits of that action may be heard.

DATED: 4/14/10

  
JOSEPH A. SACRAMENTO, ESQ  
Attorney for Petitioners  
PARKER PACIFIC INVESTMENT, LP,  
a limited partnership, and  
COURT HOUSE STEPS II, LLC a  
California limited liability  
company

In re Leticia B. Ramos  
Case No. 10-30461 SFTC  
paramrequeststay-10

## **EXHIBIT A**

CERTIFIED COPY

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

JOSEPH GIRAUDO  
2300 BRIDGEWAY  
SAUSALITO, CA 94965  
Trustee Sale No. 05-FMG-5853B

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2009-I884172-00**

Check Number 4824  
Wednesday, DEC 09, 2009 15:35:11  
Ttl Pd \$3,026.00 Rept # 0003807949  
**REEL K035 IMAGE 0793**  
blk/TD/1-2

✓2 Moneta Court



## TRUSTEE'S DEED

The undersigned grantor declares:

1. The Grantee herein was not the foreclosing beneficiary.
2. The amount of the unpaid debt together with costs was \$880,890.71.
3. The amount paid by the Grantee at the Trustee's Sale was \$442,000.00.
4. The documentary transfer tax is \$ 300.50.

REGIONAL SERVICE CORPORATION, a Washington corporation, as the duly appointed Trustee under the Deed of Trust hereinafter described (herein called TRUSTEE), hereby grants and conveys, but without warranty, express or implied, to:

PARKER PACIFIC INVESTMENTS LP 50% COURTHOUSE STEPS II LLC 50%

Herain called GRANTEE, all of its right, title and interest in and to that certain property situate in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

LOT 40, BLOCK 7096A, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF MONETA MANOR, BEING A PORTION OF BLOCK NO. 12, WEST END MAP NO. 2, (BOOK 2, "A" AND "B" OF MAPS, PAGE 47), ALSO BEING A PORTION OF ASSESSOR'S 7096A", FILED MARCH 18, 1875 IN BOOK "W" OF MAPS, AT PAGES 62 AND 63 INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

TAX PARCEL NO: 7096A-040 ✓

This conveyance is made pursuant to the powers conferred upon TRUSTEE by that certain Deed of Trust executed by LETICIA B. RAMOS, AN UNMARRIED WOMAN, as Trustees recorded 5/16/2006 in Volume J141, page 0267, of Deeds of Trust, as Instrument No. 2006-I176715-00, of Official Records in the office of the Recorder of SAN FRANCISCO County, State of CALIFORNIA, and after fulfillment of the conditions as specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in a Notice of Default and Election to Sell which was filed for record in the office of the Recorder of said County, and such default still existed at the time of sale. All requirements of law regarding the mailing of copies of notices and posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on December 1, 2009, at the place named in the Notice of Sale, in the County of SAN FRANCISCO, CALIFORNIA, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefor

to said Trustee the amount bid, in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: 12/7/2009

REGIONAL SERVICE CORPORATION, Trustee

By Jean Greagor, AUTHORIZED AGENT

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

On 12/7/2009, before me, the undersigned, a Notary Public, personally appeared JEAN GREAGOR, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tracey Barksdale  
NOTARY PUBLIC

TRACEY M. BARKSDALE
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
09-26-11

## **EXHIBIT B**

THREE DAY NOTICE TO QUIT

TO: LETICIA B. RAMOS  
AND ALL OTHER OWNER-OCCUPANTS CLAIMING RIGHT TO POSSESSION

Premises to which this Notice relates:

2 MONETA COURT, SAN FRANCISCO, CALIFORNIA 94112-4143  
including all garage, storage and common areas.

NOTICE IS HEREBY GIVEN that your right to occupancy of the premises is terminated. Within three days after service of this notice on you, you must vacate the premises and deliver possession of them to the owner or to the undersigned who is authorized to receive the same. Your failure to deliver possession of the premises will result in legal proceedings against you to recover possession of the premises and damages for each day that you continue to occupy the premises, and costs as allowed by law.

This notice is served pursuant to Code of Civil Procedure Section 1161a(b)(3) in the property has been sold in accordance with Section 2924 of the Civil Code under a power of sale contained in a deed of trust executed by you and the title under the sale has been duly perfected.

DATED: December 4, 2009

  
Joseph Quarto  
Agent for Owners  
2300 Bridgeway  
Sausalito, CA 94967  
(415) 339-2222

CRIMINAL PENAL CODE SECTION 594 reads:

"Every person who maliciously injures or any real or personal property not his own... is guilty of misdemeanor."